

April Upchurch Fredrickson, OSB #132027

april.fredrickson@jacksonlewis.com

JACKSON LEWIS P.C.

200 SW Market St. Ste. 540

Portland, Oregon 97201

Telephone: (503) 229-0404

Facsimile: (503) 229-0405

Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

MEDFORD DIVISION

NEAL EASON, an individual,

Plaintiff,

vs.

GREEN MACHINE SALES, LLC, a New
Hampshire Limited Liability Company,

Defendant.

) Case No.: 1:19-CV-01749-MC

)

) **JOINT MOTION TO APPROVE**
) **SETTLEMENT AND TO DISMISS**
) **LAWSUIT WITH PREJUDICE**

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Plaintiff Neal Eason (“Plaintiff”), and Defendant Green Machine Sales LLC (“Defendant”) (collectively referred to herein as the “Parties”), by and through their respective undersigned counsel, hereby file this Joint Motion to Approve Settlement and to Dismiss Lawsuit With Prejudice, and state the following in support thereof:

1. In the instant action, Plaintiff claims entitlement to unpaid wages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (the “FLSA”).

2. Defendant disputes Plaintiff's claims. In order to avoid the costs and uncertainty of litigation, the Parties negotiated a settlement of this matter. The Parties now seek approval of the settlement from the Court.

3. Pursuant to *Lynn's Food Stores, Inc. v. U.S.*, 679 F.2d 1350 (11th Cir. 1982), claims arising under the FLSA may be settled or compromised only with the approval of the Court or Secretary of Labor. Courts within the 9th Circuit have adopted the rationale adopted by the 11th Circuit in *Lynn's Food Stores, Inc.* and have likewise required approval of FLSA settlements by the Court or the Secretary of Labor.

4. The Parties have agreed to settle all claims asserted through the execution of a settlement agreement. The Parties represent that, in accordance with the terms of the settlement agreement ("Agreement"), Plaintiff is receiving a reasonable and satisfactory recovery of an agreed upon sum as payment for unpaid wages allegedly owed, plus payment of an agreed upon amount for attorneys' fees and costs. The Agreement has been filed with the Court under seal (see docket entry 16) pursuant to the Court's Order Granting Unopposed Motion to File Document Under Seal.

5. Plaintiff specifically agrees and stipulates that the terms of the Agreement represent a fair and equitable resolution of all claims asserted by Plaintiff in this matter. The settlement allows the Parties to resolve the claims at issue without the necessity or delay of trial and possible appeals as well as the uncertainty of continued litigation. In exchange for these payments, Plaintiff agrees to release the Defendant from any and all claims he may have against the Company.

6. The Parties have been adequately represented by experienced counsel.

7. The Parties request that the Court approve the parties' settlement as a fair and reasonable resolution of a bona fide dispute under the FLSA.

8. The Parties further stipulate, pursuant to Federal Rule of Civil Procedure 41(a)(1) and 41(c)(2), to the dismissal of all claims asserted in this matter with prejudice upon approval of the settlement by the Court as requested above and for the Court to retain jurisdiction in order to enforce the terms of the settlement agreement if needed.

WHEREFORE, the Parties respectfully request that this Court enter an Order approving the settlement and dismissing this lawsuit with prejudice.

DATED this 15th day of June, 2021.

MICHAEL FRANELL, ATTORNEY AT LAW
& SULLIVAN LLP

JACKSON LEWIS, P.C.

s/ Michael W. Franell
Michael Franell, OSB No. 902680

s/ April Upchurch Fredrickson
April Upchurch Fredrickson, OSB No. 132027

DECLARATION OF SERVICE

I hereby certify that I served the foregoing **JOINT MOTION TO APPROVE SETTLEMENT AND TO DISMISS LAWSUIT WITH PREJUDICE** via:

- ☐ Electronic Mail
- ☐ U.S. Postal Service
- ☒ CM/ECF
- ☐ Facsimile Service
- ☐ Hand Delivery
- ☐ UPS

as follows on the date stated below:

Michael W. Franell
Attorney at Law
724 S. Central Ave Ste 1
Medford, OR 97501-7808
Mike@FranellLaw.com
Attorneys for Plaintiff

DATED this 15th day of June, 2021.

By: s/ Delores Petrich
Delores Petrich

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